

14.4.2 ISP-Bound Traffic minutes that exceed the applied growth cap will be Bill and Keep. "Bill and Keep" refers to an arrangement in which neither of two interconnecting Parties charges the other for terminating traffic that originates on the other network

**14.5 Bill and Keep for ISP-Bound Traffic in New Markets**

14.5.1 In the event CLEC and ILEC have not previously exchanged ISP-Bound Traffic in any one or more LATAs prior to April 18, 2001, Bill and Keep will be the reciprocal compensation arrangement for all ISP-Bound Traffic between CLEC and ILEC for the remaining term of this Amendment in any such LATAs.

14.5.2 Wherever Bill and Keep is the traffic termination arrangement between CARRIER and ILEC, both Parties shall segregate the Bill and Keep traffic from other compensable local traffic either (a) by excluding the Bill and Keep minutes of use from other compensable minutes of use in the monthly billing invoices, or (b) by any other means mutually agreed upon by the Parties.

14.5.3 The Growth Cap and New Market Bill and Keep arrangement applies only to ISP-Bound Traffic, and does not include Transit traffic, Optional EAS traffic, IntraLATA Interexchange traffic, or InterLATA Interexchange traffic.

**15. Compensation for Section 251(b)(5) Traffic and EAS Traffic**

15.1 The rates for Section 251(b)(5) traffic (including Mandatory EAS) are set forth in Exhibit A. Except as specifically set forth in this Amendment, the terms and conditions relating to Section 251(b)(5) Traffic (including Mandatory EAS) are set forth in the ICAs. For purposes of this Section 15 and Section 16 below, Section 251(b)(5) traffic includes all Section 251(b)(5) traffic exchanged pursuant to the ICAs, and both the Local Wholesale Complete agreement between the Parties and 271 Local Switching agreements between the Parties (except for SBC Connecticut) (both effective March 11, 2005).

15.2 The Parties agree to the following application of the rate elements set forth in Exhibit A to 251(b)(5) traffic and mandatory EAS traffic, including, but not limited to, compensable traffic that originates from or terminates to an MCI end user which is provided local telephone service (dialtone) via an ILEC end office switching provided to MCI by ILEC on a non-resale,

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also had a COBRA Agreement with SBC which has been terminated, the adopting carrier's growth cap shall also include the addition of the minutes of use terminated by SBC on behalf of the adopting carrier pursuant to the Parties' COBRA Agreement.